

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1

ROMANO GARUBO & ARGENTIERI  
Emmanuel J. Argentieri, Esquire  
52 Newton Avenue, P.O. Box 456  
Woodbury, New Jersey 08096  
(856) 384-1515  
Attorney for Secured Creditor,  
U.S. Bank, National Association as Legal Title  
Trustee for Truman 2016 SC6 Title Trust

In Re:  
NANA OPOKU-WARE

Debtor

Case No.: 19-25519  
Chapter: 13  
Judge: JKS

**NOTICE OF MORTGAGE FORBEARANCE**

The undersigned is the Attorney for Creditor U.S. Bank, NA as Legal Title Trustee for Truman 2016 SC6 Title Trust in this matter. On or about May 11, 2020, the Creditor was advised that the Debtor(s)' mortgage loan ending in 6900 ("subject mortgage loan"), secured by real property described as 123 125 Division Street, Elizabeth, New Jersey 07201, has been impacted by COVID-19. Pursuant to State and/or Federal guidelines, a forbearance has been offered, the terms of which are as follows:

1. The parties agree to a forbearance period of 90 (enter number of days) and have elected to not tender mortgage payments to Creditor that would come due on the subject mortgage loan starting 06/01/2020 (mm/dd/yy) through 08/01/2020 (mm/dd/yy).
2. Debtor(s) will resume mortgage payments beginning 09/01/2020 (mm/dd/yy) and will be required to cure the delinquency created by the forbearance period ("forbearance arrears").

3. The payment amount currently is \$2,085.52.

4. The Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. Creditor does not waive its rights under the terms of the note and mortgage or under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

5. The Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the mortgage, including, but not limited to, a lapse in insurance coverage or payment of property taxes.

6. The Debtor(s) do not waive any rights upon expiration of the forbearance period. Prior to the expiration of the forbearance period, however, the Debtor(s) must take the following affirmative steps to address the status of the subject mortgage loan including, but not limited to: (a) bringing the account post-petition current; (b) requesting extension of the forbearance period; (c) applying for loss mitigation; and/or (d) amending the Chapter 13 Plan.

7. Any objection to this Notice must be filed and served not later than 14 days after the filing of the Notice. The Court may conduct a hearing on the objection.

**This Notice is intended to disclose a temporary forbearance of the Debtor(s)' obligation to remit post-petition payments for the forbearance period. Nothing within this Notice should be construed to alter any rights, duties, or deadlines that are not related to the remittance of post-petition mortgage payments.**

Date: 05/28/2020

/s/ Emmanuel J. Argentieri

Signature

*new. 5/2020*



P.O. Box 55004  
Irvine, CA 92619  
888.504.6700 toll free  
949.341.2242 fax

www.rushmorelm.com

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Address Service Requested

May 11, 2020

Nana Opoku Ware  
123 125 Division St  
Elizabeth NJ 07201

\*

Loan Number:  
Property Address: 123 125 Division St  
Elizabeth NJ 07201

Dear Nana Opoku Ware :

Thank you for contacting us about your mortgage. Based on a careful review of the information you provided to us, you have been approved for a Forbearance Plan. This Forbearance Plan is a temporary suspension of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage.

What is a Forbearance Plan?

A forbearance plan is an agreement that allows borrowers experiencing a temporary hardship to make a reduced mortgage payment or no mortgage payment at all during the plans term. Under this forbearance plan, we have suspended your post-petition payment, as more fully described below, for 3 months. Once the forbearance is over, any suspended payments will need to be repaid or otherwise accounted for through a more permanent workout option. At the end of the forbearance period, we can work with you to bring your loan current through your bankruptcy plan or through other loss mitigation options as appropriate at that time. An extension of the forbearance period may also be available at that time.

Forbearance Plan Terms

Beginning on 06-01-20 and on the 1st day of each month during the term of your Forbearance Plan, your post-petition payment has been suspended. The term of your Forbearance Plan is 3 months. This is the duration through which you are eligible to have your post-petition payment suspended.

#### Next Steps

If your financial situation changes during the term of your Forbearance Plan, please contact us immediately to reassess your situation and discuss potential alternatives.

Prior to the end of the forbearance plan, we will contact your counsel or yourself to discuss your situation and provide information on options that that may be available to you. Options to resolve the unpaid payments which





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may include a reinstatement, repayment plan, or loan modification. If you are unable to resolve the unpaid payments, there may be options to extend your forbearance term or options that allow you to surrender your property.

**Additional Forbearance Plan Information and Legal Notices**

We will not assess late fees during the Forbearance Plan, provided you comply with all terms of the Forbearance Plan.

We will not be reporting the delinquency status or the entry into a forbearance plan to credit reporting agencies during the term of the forbearance plan.

CREDIT REPORTING AGENCIES MAY CONSIDER WHETHER THERE IS AN INCREASED CREDIT RISK DUE TO THE LACK OF REPORTING.

During the Forbearance Plan, you may prepay the payments that have been suspended at any time without penalty.

This Forbearance Plan offer is contingent on your having provided accurate and complete information. We reserve the right to revoke this offer or terminate the plan following your acceptance if we learn of information that would make you ineligible for forbearance.

If you make any partial payments during the forbearance plan term, we will hold those payments in an account until it contains sufficient funds to pay your oldest post-petition payment. Unless required by applicable law, there will be no interest paid on the funds held in the account. If any funds are in this account at the end of the forbearance plan term, those funds will be applied to your mortgage in accordance with your mortgage documents.

Our acceptance of any payment you make during the forbearance plan does not waive our right to seek relief from the automatic stay if you remain delinquent on your post-petition payments at the end of the plan.

Entering a forbearance plan does not mean that your mortgage will be considered current.

Your current mortgage documents remain in effect; however, we are suspending your post-petition payments during the forbearance plan term. This plan does not include the forbearance or waiver of any pre-petition payments required by your Trustee as described in your bankruptcy plan.

All the terms of your current mortgage documents remain in effect during the term of the forbearance plan. Nothing in the forbearance plan shall be understood to be a satisfaction or release in whole or in part of your obligations contained in the mortgage documents.





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Rushmore is committed to helping its customers maintain homeownership. Should you have questions, please contact Rushmore Loan Management Services at 888-504-7300.

Sincerely,

Rushmore Loan Management Services LLC  
BK006 003 MPR



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|---|---|
| UNITED STATES BANKRUPTCY COURT<br>DISTRICT OF NEW JERSEY  |   |
| Caption in Compliance with D.N.J. LBR 9004-2(c)   |   |
| ROMANO GARUBO & ARGENTIERI<br>Emmanuel J. Argentieri, Esquire<br>52 Newton Avenue, P.O. Box 456<br>Woodbury, New Jersey 08096<br>(856) 384-1515<br>Attorney for Secured Creditor,<br>U.S. Bank, NA as Legal Title Trustee for Truman<br>2016 SC Title Trust |   |
| NANA OPOKU-WARE<br>xxx-xx-7805<br><br>Debtor.   | Case No.: 19-25519<br>Chapter: 13<br>Judge: JKS |

### CERTIFICATION OF SERVICE

- I, Jill P. Trafton:  
☐ represent the \_\_\_\_\_ in the above-captioned matter.  
☒ am the secretary/paralegal for Romano Garubo & Argentieri, who represents the  
above-referenced secured creditor in the above-captioned matter.  
☐ am the \_\_\_\_\_ in the above case and am representing myself.
- On 5/28/20, I sent a copy of the following pleadings and/or documents to the parties  
listed in the chart below.  
  
Notice of Mortgage Forbearance.

3. I hereby certify under penalty of perjury that the above documents were sent using the mode of service indicated.

Dated: 5/28/20

/s/ JILL P. TRAFTON  
JILL P. TRAFTON

| Name and Address of Party Served  | Relationship of Party to the Case | Mode of Service   |
|---|-----------------------------------|---|
| Nana Opoku-Ware<br>123-125 Division Street<br>Elizabeth, NJ 07201   | Debtor                            | <input type="checkbox"/> Hand-delivered<br><input checked="" type="checkbox"/> Regular Mail<br><input type="checkbox"/> Certified Mail/RR<br><input type="checkbox"/> E-mail<br><input type="checkbox"/> Notice of Electronic Filing (NEF)<br><input type="checkbox"/> Other _____<br>(as authorized by the court*) |
| Herbert B. Raymond<br>7 Glenwood Ave., Suite 408<br>4 <sup>th</sup> Floor<br>East Orange, NJ 07017            | Debtor's Attorney                 | <input type="checkbox"/> Hand-delivered<br><input type="checkbox"/> Regular Mail<br><input type="checkbox"/> Certified Mail/RR<br><input type="checkbox"/> E-mail<br><input checked="" type="checkbox"/> Notice of Electronic Filing (NEF)<br><input type="checkbox"/> Other _____<br>(as authorized by the court*) |
| Marie-Ann Greenberg<br>Chapter 13 Standing Trustee<br>30 Two Bridges Road<br>Suite 330<br>Fairfield, NJ 07004 | Chapter 13 Trustee                | <input type="checkbox"/> Hand-delivered<br><input type="checkbox"/> Regular Mail<br><input type="checkbox"/> Certified Mail/RR<br><input type="checkbox"/> E-mail<br><input checked="" type="checkbox"/> Notice of Electronic Filing (NEF)<br><input type="checkbox"/> Other _____<br>(as authorized by the court*) |